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JUL 10 1985 -12 12 PM

No.
Date JUL 10 1985
Fee \$ 10.00

INTERSTATE COMMERCE COMMISSION

July 10, 1985

ICC Washington, D. C.

ICC OFFICE OF
THE SECRETARY
JUL 10 12 44 PM '85
MOTOR OPERATING UNIT

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

As attorneys for Cargill Leasing Corporation, we enclose four original copies of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

These documents are within the classification scheme promulgated as 49 C.F.R. §1177.1, as follows:

1. Amendment No.1 to a conditional sale agreement dated as of December 1, 1984, which was filed and recorded with the ICC on January 16, 1985, and assigned recordation number 14549; thus the Amendment is a secondary document.
2. Amendment No.1 to a lease dated as of December 1, 1984, which was filed and recorded with the ICC on January 16, 1985, and assigned recordation number 14549/B; thus the Amendment is a secondary document.

The equipment covered by the documents presented for filing herewith is the same equipment as covered by the primary documents previously filed and recorded with you.

A fee of \$ 10.00 is enclosed. Please return all copies not needed for recordation to the person presenting this letter and its enclosures for filing.

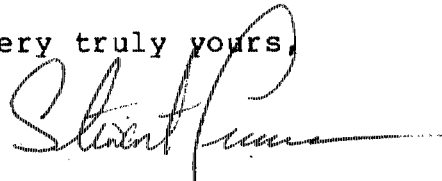
*Counterpart
Ron Cooke*

MORGAN, LEWIS & BOCKIUS

A short summary of the documents to appear in the index follows.

1. Amendment No.1 to Conditional Sale Agreement with Recordation No. 14549, dated as of May 31, 1985, covering up to three hundred sixty six (366) 108 Ton, 4,320 cu. ft. aluminum bodied, steel underframed, rotary dump, gondola rail cars.
2. Amendment No.1 to Lease of Railroad Equipment with Recordation No. 14549/B, dated as of May 31, 1985, covering up to three hundred sixty six (366) 108 Ton, 4,320 cu. ft. aluminum bodied, steel underframed, rotary dump, gondola rail cars.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Stewart P. Greene", written over a horizontal line.

Stewart P. Greene

SPG/ss
Enc.

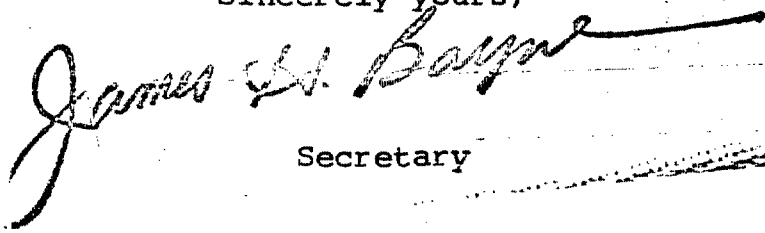
Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY
Stewart P. Greene
Morgan, Lewis & Bockius
Counsel at Law
101 Park Avenue
New York, NY. 10178

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on July 10, 1985 at 12:50 PM and assigned re-
recording number(s). 14549-D. + 14549-E

Sincerely yours,


Secretary

Enclosure(s)

JUL 10 1985 -12 10 PM

AMENDMENT NO. 1 INTERSTATE COMMERCE COMMISSION
TO
CONDITIONAL SALE AGREEMENT

dated as of
May 31, 1985

between

MERCANTILE SAFE DEPOSIT
AND TRUST COMPANY, AS AGENT
Assignee of

ORTNER FREIGHT CAR COMPANY,
Vendor

and

CARGILL LEASING CORPORATION,
Vendee

14.49% Conditional Sale
Indebtedness due November 30, 2002 for
Three Hundred Sixty Six 108-Ton, Aluminum Bodied, Steel
Underframed, Rotary Dump, Gondola Railcars

THE CONDITIONAL SALE AGREEMENT AMENDED HEREBY
WAS RECORDED BY THE INTERSTATE COMMERCE COMMISSION
AS RECORDATION NUMBER 14549 ON JANUARY 16, 1985,
AND DEPOSITED WITH THE REGISTRAR GENERAL OF CANADA
ON JANUARY 10, 1985.

Recordation No. _____ Filed & Recorded _____
Interstate Commerce Commission

AMENDMENT NO. 1
TO
CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1, DATED AS OF MAY 31, 1985, TO
CONDITIONAL SALE AGREEMENT, dated as of December 1, 1984, (as
amended or supplemented hereby and from time to time in
accordance with the terms of the Conditional Sale Agreement, the
"CSA"), between ORTNER FREIGHT CAR COMPANY, a Delaware
corporation (the "Vendor") and CARGILL LEASING CORPORATION, a
Delaware corporation (the "Vendee").

WHEREAS, Vendor entered into an Agreement and
Assignment dated as of December 1, 1984 with Mercantile Safe
Deposit and Trust Company, as Agent (the "Assignee") recorded
January 16, 1985 as Recordation No. 14549/A by the Interstate
Commerce Commission whereby Vendor assigned all his right, title
and interest (with certain exceptions) to the CSA,

WHEREAS, Assignee and Vendee desire to amend the CSA
recorded January 16, 1985 as Recordation No. 14549 by the
Interstate Commerce Commission to reflect adjustments made
pursuant to Article 19 of the CSA,

NOW, THEREFORE, in consideration of the premises and
the mutual covenants and agreements herein contained and other
good and valuable consideration, receipt of which is hereby
acknowledged, Vendor and Vendee hereby covenant and agree as
follows:

1. DEFINITIONS. Capitalized terms used herein
without definition shall have the respective meanings specified
therefor in the CSA.

2. AMENDMENT OF THE CSA.

(a) The phrase "14.49% Conditional Sale
Indebtedness due December 31, 2002" appearing on the cover page
of the CSA is deleted in its entirety and the following phrase
shall be substituted therefor:

14.49% Conditional Sale Indebtedness Due November
30, 2002.

(b) The phrase "in 37 installments" appearing in
Article 4 subparagraph (b) on page 6 of the CSA is deleted and
the following phrase shall be substituted therefor:

in 36 installments.

(c) The phrase "with a final payment due on December 31, 2002" appearing in the fifth line of the paragraph following subparagraph (b) on page 6 of the CSA is deleted.

(d) The Schedule of Principal Payments included as Schedule I to the CSA is deleted in its entirety and the following Schedule of Principal Payments shall be substituted therefor:

SCHEDULE I

Schedule of Principal Payments of Each \$1,000,000 of 14.49% CSA Indebtedness Payable in Installments on the 36 consecutive dates commencing May 31, 1985.

<u>Payment Date</u>	<u>Interest</u>	<u>Total Debt-Service</u>	<u>Principal Repayment</u>	<u>Outstanding Balance</u>
31MAY85	18,887.80	23,606.87	4,719.07	995,280.93
30NOV85	72,108.10	84,167.97	12,059.87	983,221.06
31MAY86	71,234.36	78,803.09	7,568.73	975,652.33
30NOV86	70,686.01	83,497.27	12,811.26	962,841.07
31MAY87	69,757.83	83,497.27	13,739.44	949,101.63
30NOV87	68,762.41	83,497.27	14,734.86	934,366.77
31MAY88	67,694.87	83,497.27	15,802.40	918,564.37
30NOV88	66,549.98	83,497.26	16,947.28	901,617.09
31MAY89	65,322.15	83,497.26	18,175.11	883,441.98
30NOV89	64,005.37	83,497.27	19,491.90	863,950.08
31MAY90	62,593.18	74,862.76	12,269.58	851,680.50
30NOV90	61,704.25	72,531.84	10,827.59	840,852.91
31MAY91	60,919.79	74,132.26	13,212.47	827,640.44
30NOV91	59,962.54	71,634.23	11,671.69	815,968.75
31MAY92	59,116.93	73,372.42	14,255.49	801,713.26
30NOV92	58,084.12	70,672.69	12,588.57	789,124.69
31MAY93	57,172.08	72,552.75	15,380.67	773,744.02
30NOV93	56,057.75	69,635.42	13,577.67	760,166.35
31MAY94	55,074.05	82,900.32	27,826.27	732,340.08
30NOV94	53,058.03	77,183.09	24,125.06	708,215.02
31MAY95	51,310.17	80,663.10	29,352.93	678,862.09
30NOV95	49,183.55	75,043.33	25,859.78	653,002.31
31MAY96	47,310.01	78,976.77	31,666.76	621,335.55
30NOV96	45,015.76	72,909.77	27,894.01	593,441.54
31MAY97	42,994.83	77,158.08	34,163.25	559,278.29
30NOV97	40,519.71	70,608.26	30,088.55	529,189.74
31MAY98	38,339.79	75,196.15	36,856.36	492,333.38
30NOV98	35,669.55	68,125.48	32,455.93	459,877.45
31MAY99	33,318.12	73,079.70	39,761.58	420,115.87
30NOV99	30,437.39	65,447.17	35,009.78	385,106.09
31MAY000	27,900.93	70,796.54	42,895.61	342,210.48
30NOV000	24,793.14	62,557.90	37,764.76	304,445.72
31MAY001	22,057.09	84,654.91	62,597.82	241,847.90
30NOV001	17,521.88	101,785.75	84,263.87	157,584.03
31MAY002	11,416.96	101,785.75	90,368.79	67,215.24
30NOV002	4,869.74	72,084.98	67,215.24	(-.00)

3. EFFECTIVENESS. The amendments contained in this Amendment No. 1 shall become effective as of May 31, 1985 upon the execution and delivery of this Amendment No. 1 by each of the parties hereto.

4. RATIFICATION. Except as amended hereby, the CSA shall remain in full force and effect in all respects.

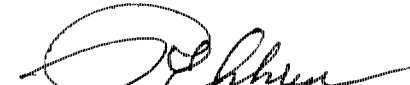
5. MISCELLANEOUS. This Amendment No. 1 shall be construed in accordance with the laws of the State of New York and may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF, Vendor and Vendee have caused this Amendment No. 1 to be duly executed as of the date first above written.

MERCANTILE SAFE DEPOSIT
AND TRUST COMPANY, AS AGENT

ATTEST


L. SANDRA DESPEAUX
CORPORATE TRUST OFFICER

By: 
Title: ~~Executive~~ Vice President

CARGILL LEASING CORPORATION

By: _____
Title: _____

3. EFFECTIVENESS. The amendments contained in this Amendment No. 1 shall become effective as of May 31, 1985 upon the execution and delivery of this Amendment No. 1 by each of the parties hereto.

4. RATIFICATION. Except as amended hereby, the CSA shall remain in full force and effect in all respects.

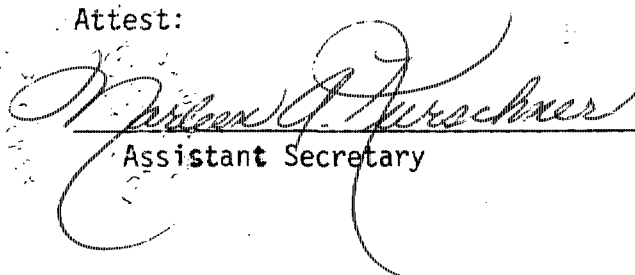
5. MISCELLANEOUS. This Amendment No. 1 shall be construed in accordance with the laws of the State of New York and may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF, Vendor and Vendee have caused this Amendment No. 1 to be duly executed as of the date first above written.

MERCANTILE SAFE DEPOSIT
AND TRUST COMPANY, AS AGENT

By: _____
Title: Executive Vice President

Attest:


Assistant Secretary

CARGILL LEASING CORPORATION

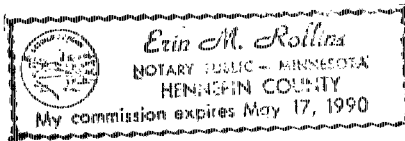
By: 
Title: Executive Vice President

STATE OF MINNESOTA)) ss:
COUNTY OF HENNEPIN)

On this 24 day of June, 1985, before me personally appeared Gordon E. Knudsvig, to me personally known, who, being by me duly sworn, says that he is an Executive Vice President of Cargill Leasing Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

The date of this notarial certificate is the date of execution of this document.

[Notarial Seal]



Erin M. Collins
Notary Public

My Commission Expires:

STATE OF MARYLAND)
) ss:
COUNTY OF BALTIMORE)

On this ____ day of June, 1985, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he/she is a _____ of Mercantile-Safe Deposit Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

The date of this national certificate is the date of execution of this document.

[Notarial Seal]

Notary Public

My Commission Expires: _____

STATE OF MINNESOTA)
) ss:
COUNTY OF HENNEPIN)

On this ____ day of June, 1985, before me personally appeared Gordon E. Knudsvig, to me personally known, who, being by me duly sworn, says that he is an Executive Vice President of Cargill Leasing Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

The date of this notarial certificate is the date of execution of this document.

[Notarial Seal]

Notary Public

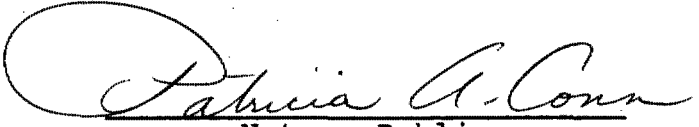
My Commission Expires: _____

STATE OF MARYLAND)
) ss:
COUNTY OF BALTIMORE)

On this 19th day of June, 1985, before me personally appeared R.E. SCHREIBER, to me personally known, who, being by me duly sworn, says that he/she is a VICE PRESIDENT of Mercantile-Safe Deposit Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

The date of this national certificate is the date of execution of this document.

[Notarial Seal]


Notary Public

My Commission Expires: 7-1-86